

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

THOMAS LYNCH,	)	
	)	
Plaintiff,	)	
	)	Case No. 4:06CV3023
vs.	)	
	)	
AQUILA, INC.	)	<b>PROTECTIVE ORDER</b>
	)	
Defendant.	)	
	)	

The Parties have agreed to entry of a protective order, whereby they and their counsel will be given access to certain confidential information and/or documents to be used solely for purposes of the above-captioned litigation (the "Litigation"). It is mutually understood by the Parties, their counsel and others whose assistance is necessary in conducting the Litigation that they are to hold such information and/or documents in confidence, using such information and/or documents only in connection with the prosecution of the Litigation. Therefore,

**IT IS HEREBY ORDERED THAT:**

1. Confidential treatment as provided below may be claimed by the Parties for information and/or documents and any portion or summary thereof produced by either Party and marked "CONFIDENTIAL" on the face of such information and/or document. If either Party designates any information and/or documents as confidential, which the opposing Party believes should not be treated as confidential, the opposing Party shall so notify the designating Party in writing. The designating Party, within ten (10) days of service of such notification, shall file a motion seeking the Court's ruling as to the status of the information and/or documents at issue or else the classification of confidentiality for said information and/or documents shall be deemed automatically withdrawn. The information and/or documents at issue shall be treated as

confidential until the end of the tenth (10) day after service of notification by the opposing Party or, if the designating Party files a motion, until otherwise ordered by the Court.

2. Information and/or documents produced by either Party and designated as confidential by marking "CONFIDENTIAL" on the information and/or documents shall be disclosed only to the Parties, their counsel of record, his/her/their clerical personnel and other persons whose assistance is necessary in conducting the Litigation, each of whom shall be bound by this Order. Counsel shall provide a copy of this Order to the person or persons to whom confidential information and/or documents are disclosed. The Parties and their counsel shall not otherwise offer or permit disclosure of any confidential information and/or documents, the contents thereof, or any portion or summary thereof, except in accordance with paragraphs (4) and (5) herein.

3. Persons having knowledge of confidential information and/or documents by virtue of their participation in the conduct of the Litigation shall use such information and/or documents for the sole purpose of pursuing the Litigation and shall not disclose such confidential information and/or documents, their contents or any portion or summary thereof to any person or persons not involved in the conduct of the Litigation.

4. The Parties and their counsel shall have the right to use confidential information and/or documents as necessary for purposes of the Litigation. By signing this agreement, the Parties do not waive any right to object at trial to the admissibility of any information and/or document or portion thereof, to file a motion in limine regarding the use at trial of any information and/or document or portion thereof, or to request confidential treatment of any information and/or documents or portion thereof during trial.

5. In the event confidential information and/or documents, including any portion or summary thereof as well as deposition transcripts designated confidential are filed or otherwise deposited with the Court, they shall be filed in an envelope bearing the following designation when deposited:

CONFIDENTIAL

IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE PARTIES THE CONTENTS OF THIS ENVELOPE SHALL BE TREATED AS CONFIDENTIAL AND MUST NOT BE SHOWN TO ANYONE OTHER THAN COUNSEL OF RECORD IN THIS CASE, PERSONS ASSISTING SUCH COUNSEL, THE PARTIES, THE COURT, COURT PERSONNEL, AND OTHERS WHOSE ASSISTANCE IS NECESSARY IN CONDUCTING THE LITIGATION.

6. Within thirty (30) days following final adjudication of the Litigation, including but not limited to final adjudication of any appeals or petitions for extraordinary writs, all copies of confidential information and/or documents shall be destroyed. Counsel for the Parties shall provide written certification to opposing counsel confirming that all confidential information and/or documents as well as all copies, abstracts and summaries thereof and all other materials incorporating confidential information and/or documents have been destroyed.

DATED this 10<sup>th</sup> day of May, 2006.

BY THE COURT

s/ *David L. Piester*

David L. Piester  
United States Magistrate Judge

Prepared and Submitted By:

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-and-

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